

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

AG# KR92-0442-TRN

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF FLAGSTAFF, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the CITY is empowered by A.R.S. §48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY OF FLAGSTAFF. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting at the following location:

US 89A and Lake Mary Road
MP 401.42

NO. <u>16475</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/09/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing V. Groenewald</u>

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The CITY shall set aside sufficient funds and be responsible for all maintenance and operation of the traffic signals and/or highway lighting.

3. The CITY shall keep detailed maintenance records and they shall be made available to the STATE if requested.

4. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

5. The CITY shall pay for monthly telephone charges for interconnect circuits when utilized.

6. This Agreement shall remain in force and effect until midnight June 30, 1992 and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

7. It is understood that the list of intersection(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum, with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

11. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

12. The provisions of A.R.S. §35-214 are applicable to this Agreement.

13. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

14. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

EXHIBIT "A"

RESOLUTION NO. 1758

A RESOLUTION APPROVING A PROPOSED INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF REGARDING THE INSTALLATION AND MAINTENANCE OF THE TRAFFIC SIGNAL AT U.S. HIGHWAY 89A AND LAKE MARY ROAD.

WHEREAS, the Arizona Department of Transportation has proposed the execution of an Intergovernmental Agreement between ADOT and the City of Flagstaff which would obligate the City to set aside sufficient funds to provide for the operation and the maintenance of a traffic signal proposed for the intersection of Lake Mary Road and Highway 89A within the City of Flagstaff from the date of installation until June 30, 1992; and which is to be automatically renewed for successive periods of one year absent prior termination by either party in writing; and

WHEREAS, the Agreement will allow for the addition of further intersections and the provision of costs of operation and maintenance therefor upon subsequent agreement by the parties thereto; and

WHEREAS, the Agreement reflects the statutory authority of ADOT to enter into the Agreement; and

WHEREAS, the City Attorney has determined that the City is authorized both by Arizona Revised Statute and its City Charter to enter into an Intergovernmental Agreement with ADOT for the purposes envisioned by the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: That the City of Flagstaff hereby approves the purposes, terms and provisions of the contract.

SECTION 2: The Mayor is authorized and directed to execute the Agreement on behalf of the City of Flagstaff.

EXHIBIT "B"
APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 4th day of February, 1992.

CITY OF FLAGSTAFF

BY:

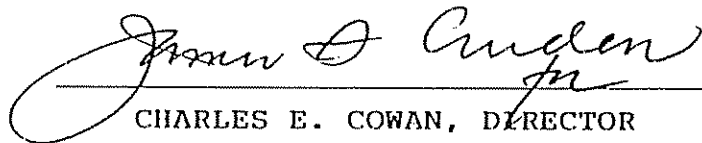
[Signature] Asst City Atty
City Attorney

MAINTENANCE - TRAFFIC SIGNALS

CITY OF FLAGSTAFF

RESOLUTION

BE IT RESOLVED, on this 9 day of Jan, 1992,
that I, CHARLES E. COWAN, as Director, ARIZONA DEPARTMENT OF
TRANSPORTATION, have determined that it is in the best
interest of the State of Arizona, that the ARIZONA DEPARTMENT
OF TRANSPORTATION, acting by and through the Highways
Division, enter into a Maintenance Intergovernmental
Agreement with the CITY OF FLAGSTAFF for the maintenance and
operation of traffic signals and/or highway lighting on State
routes within the CITY OF FLAGSTAFF. THEREFORE,
authorization is hereby given to draft said Agreement which,
upon completion, shall be submitted for approval and
execution by the State Traffic Engineer.


CHARLES E. COWAN, DIRECTOR

ARIZONA DEPARTMENT OF TRANSPORTATION



ADOT Contract No. N/A
Maintenance

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT

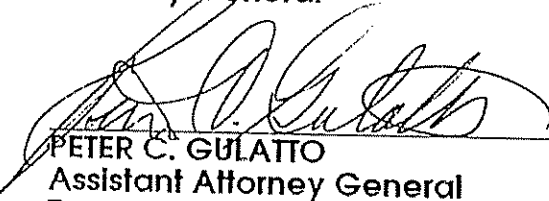
DETERMINATION

A. G. Contract No. KR92-0442 -TRN, is an agreement between public agencies and has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of March, 1992.

GRANT WOODS
Attorney General


PETER C. GULATTO
Assistant Attorney General
Transportation Section